

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION



September 7, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

**AUTHORIZE ACCEPTANCE AND IMPLEMENTATION OF A GRANT
FROM THE AQUATIC FOUNDATION OF METROPOLITAN LOS ANGELES (AFMLA)
FOR AQUATICS PROGRAMMING
(SECOND DISTRICT - 3-Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize acceptance of a grant from the Aquatic Foundation of Metropolitan Los Angeles for the Fiscal Year 2004-05 Second District Swim Program.
2. Authorize the Interim Director to execute a grant agreement in an amount not to exceed \$152,335 with the Aquatic Foundation of Metropolitan Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these actions will authorize the Department to accept a grant from the Aquatic Foundation of Metropolitan Los Angeles (AFMLA) and execute a grant agreement, in an amount not to exceed \$152,335 for the Fiscal Year 2004-05 Second District Swim Program. The AFMLA is a non-profit organization with the mission to build public awareness of the physical and mental benefits of swimming and to establish and promote year-round aquatic programs for all ages in the Second District.

This agreement will continue the expansion of the Department's existing swim programs at Victoria Regional County Park to include the off-season months of September 2004 through June 2005 and at Ted Watkins Community Regional County Park for approximately two and one-half months during the fall of 2004. A similar program was offered in Fiscal Year 2003-04 through a grant from AFMLA.

As part of the program, the Department will provide teaching and lifeguard staffing and expand the availability of swim facilities for area youths and senior citizens. The AFMLA grant funding will provide for the direct costs associated with the competitive swim, water polo, and synchronized swimming components of this program, including aquatic rental activities such as aquatic aerobics, lap swimming, and swimming lessons previously operated by AFMLA. The AFMLA will reimburse the Department for half of its utility costs at Victoria Regional County Park and Ted Watkins Community Regional Park swimming pools. In addition, the AFMLA will reimburse the Department for the cost of pool chemicals (chlorine, liquid and powdered, and acid) at both pool facilities.

Implementation of Strategic Plan Goals

The authorization to accept this grant enhances Fiscal Responsibility (Goal Number 4 of the County's Strategic Plan) by increasing the Department's public/private partnerships and Community Services, (Goal Number 5) by improving children and families' well-being, and (Goal Number 6) by improving the quality of life for residents of Los Angeles County unincorporated communities within the Second District. In addition, the funding requested from the AFMLA Grant Program will provide the Department with fiscal resources necessary to enhance and improve the swim programs at Victoria and Ted Watkins Community Regional Parks.

FISCAL IMPACT/FINANCING

The AFMLA funding provided through this grant program will be used to offset costs for program staff and swimming pool operations. The AFMLA will reimburse the Department for half of all utility costs at Victoria Regional County Park and Ted Watkins Community Regional Park swimming facilities during the extended swim program. The appropriation and revenue to provide these programs was included in the Department's 2004-05 Budget.

FACTS AND PROVISIONS/ LEGAL REQUIREMENTS

The Department of Parks and Recreation will be required to operate the aquatic programs in accordance with the standard terms and conditions of the Grant Agreement.

IMPACT ON CURRENT SERVICES AND PROJECTS

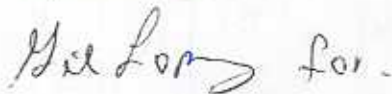
The Grant Agreement will allow the Department to continue existing community swim programs and allow Second District youth increased access to aquatic instruction, and recreational aquatic activities, and also teach children water safety skills that reduce drowning, while providing for greater utilization of existing facilities.

The availability of these aquatic programs greatly enhances the Department's current competitive swim program, and generates greater participant interest in the competitive aquatic sport of water polo and synchronized swimming for those children who may not have available resources to participate in these events.

CONCLUSION

It is requested that two (2) confirmed copies of this letter be returned to the Department of Parks and Recreation.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Russ Guiney", followed by the word "for." in a similar script.

Russ Guiney
Interim Director

Attachments (8)

c: Chief Administrative Office
Executive Office Board of Supervisors

**GRANT AGREEMENT
TABLE OF CONTENTS**

| PARAGRAPH | TITLE | PAGE |
|------------------|------------------------------------|-------------|
| | RECITALS | 1 |
| | TERMS AND CONDITIONS | |
| 1. | GRANT | 1 |
| 2. | PROGRAM | 1 |
| 3. | CONDITIONS TO GRANT | 2 |
| 4. | COVENANTS OF GRANTEE | 2 |
| 5. | REPRESENTATIVES OF GRANTEE | 2 |
| 6. | PUBLICITY | 3 |
| 7. | REPORTS AND RECORDS | 3 |
| 8. | TERMINATION | 4 |
| 9. | NO LIABILITY | 4 |
| 10. | INSURANCE | 4 |
| 11. | OTHER PROVISIONS | 5 |
| 12. | AMENDMENTS AND MODIFICATIONS | 5 |
| 13. | TERMINATION OF GRANT | 5 |
| | SIGNATURES | 5 |

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the AQUATIC FOUNDATION OF METROPOLITAN LOS ANGELES (the "Foundation") and the COUNTY OF LOS ANGELES, (the "Grantee"), acting through its Department of Parks and Recreation.

RECITALS

A. The Foundation, a California nonprofit public benefit corporation, is organized for the purpose of building public awareness of the physical and mental benefits of swimming and to establish and promote water programs for all age groups. Teaching inner-city and low-income children to swim and train for national competitive swimming receives special emphasis. The Foundation desires to make a grant to the Grantee in furtherance of that purpose.

B. The Grantee is willing to accept such grant on the terms and conditions of this Agreement.

TERMS & CONDITIONS

In consideration of the facts recited above and the mutual covenants, conditions and representations set forth herein, the parties agree and covenant as follows:

1. Grant. Subject to the provisions of the agreement, the Foundation hereby agrees to grant a sum of not more than \$152,335 (the "Grant") to the Grantee for the purposes set forth on Schedule A-1 and A-2 attached hereto. The Grantee shall use the Grant solely for the purposes, and for organizing, implementing and conducting the program (the "Program"), set forth on Schedule A-1 and A-2 attached hereto. Notwithstanding any other provision of this Agreement, the Grant shall be used only for charitable and educational purposes qualifying under Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and neither the Grant nor the income therefrom may be used for purposes other than those so described. Subject to the provisions of Paragraphs 3 and 8 herein, the Grant shall be payable as set forth on Schedule B attached hereto. The Grantee covenants that it will hold all unexpended amounts of the Grant in interest-bearing bank accounts with the bank or banks set forth on Schedule B attached hereto.

2. Program. As an inducement to the Foundation to make the Grant, the Grantee has previously submitted a written proposal (the "Proposal") to the Foundation, which Proposal includes a description of the Program. The Grantee acknowledges that the Grant is expressly made in reliance on the Proposal and a review of financial information and a final budget submitted by the Grantee. Accordingly, the Grantee shall notify the Foundation immediately, in writing, of any material change in the facts set forth in the Proposal or in any other information or document submitted to the Foundation. Without the advance written consent of the Foundation, the Grantee shall not expend any part of the Grant or interest thereon whether for any purpose or item in excess of the amount budgeted for such purpose or item on the final budget for the Program submitted by the Grantee to the Foundation. The Foundation will charge (based on standard County fee structure), and collect all fees derived from aquatic aerobics, lap swimming, high school swim team, and swim lesson rentals.

3. Conditions to Grant. Except as such conditions may be waived in writing by the Foundation, the Foundation's obligations to make the Grant and, if the Grant is payable in installments, to pay each installment thereof shall be subject to each of the following conditions:

(a) All necessary approvals and consents to the payment of the grant shall, to the satisfaction of the Foundation, have been obtained and revoked.

(b) No legal, administrative or other proceeding shall be pending that questions the legality of the Grant.

(c) The conditions set forth on Schedule C attached hereto shall have been fully satisfied.

4. Covenants of Grantee. The Grantee covenants with the Foundation as follows:

(a) To repay any portion of the Grant which is not used for the purposes of the Grant.

(b) To submit to the Foundation full and complete at least periodic reports, not less frequently than annual, on the manner in which the Grant is spent and the progress made in accomplishing the purposes of the grant.

(c) To submit to the Foundation full and complete reports on any injury, accidents, or incidents as soon as possible. Attendance reports shall be provided on a monthly basis.

(d) To maintain records of receipts and expenditures and to make its books and records relating to the Grant available to the Foundation at reasonable times.

(e) In the performance of this Agreement, the expenditure of the Grant and the organization, implementation and conduct of the Program (i) to comply with all applicable laws, regulations and union agreements to which it is bound and (ii) not to discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry or political affiliation.

5. Representations of Grantee. The Grantee represents and warrants to the Foundation that:

(a) The Grantee is the County of Los Angeles, acting through its Department of Parks and Recreation, located at 433 South Vermont Avenue, Los Angeles, California 90020, duly formed, validly existing and in good standing under the laws of the State of California, and has the legal power and authority to conduct its business, to own its properties and to execute and deliver, and to perform its obligations under, this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by the Grantee, and constitutes a legal, valid and binding obligation of the Grantee for the benefit of the Foundation.

(c) All proceedings legally required to be taken by the Grantee in connection with the authorization of this Agreement and of the transactions related thereto, and all approvals, authorizations, consents and other orders of public boards or bodies as may be legally required to be obtained by the Grantee prior to the date hereof with respect to all of any of such matters, have been taken or obtained.

(d) The execution and delivery of this Agreement by the Grantee, and the performance by the Grantee of its obligations hereunder, do not (i) violate any provisions of the Articles of Incorporation, Bylaws or other governing instrument of the Grantee, (ii) violate any law, rule or regulation having applicability to the Grantee any order, writ, judgment, decree, determination or award to which the Grantee is a party or (iii) result in the breach of or constitute a default under any agreement, lease or instrument to which the Grantee is a party or by which the Grantee is bound.

(e) No audit, investigation, proceeding or other inquiry is pending by the Internal Revenue Service, the Franchise Tax Board or the Attorney General of any state with respect to the Grantee or any affiliated organization, and no legal, administrative or other proceeding is pending that questions the legality of the Grant, except as is disclosed on Schedule C attached hereto.

6. Publicity. All promotional and advertising materials, including announcements, brochures, publications, films, videotapes, exhibitions and visual materials, produced or authorized by the Grantee relating to the Program shall, to the extent directed by the Foundation, give credit to the Foundation at least as prominent as that given any other person, organization or entity which makes a grant or contribution of funds to the Grantee. The Foundation shall have the right, but not the obligation, to review in advance and approve the contents of all press announcements issued by the Grantee, the planning of all press events, and contents of all promotional and advertising materials relating to the Grant and the Program. The Foundation may, in its discretion, also publish and distribute promotional materials relating to the Program and the Grant. The Grantee shall have no right to use any symbol, logo, trade name or trademark of the Foundation without the Foundation's advance written consent.

7. Reports and Records. The Grantee agrees to submit such reports, in addition to the reports required under Paragraph 4a(b) hereof, as may be requested by the Foundation, in such form as the Foundation may prescribe at reasonable intervals, relating to the Grantee's performance of or ability to fulfill its obligations under this Agreement. Notwithstanding the foregoing, the Grantee shall timely submit such reports as are described on Schedule D attached hereto. The Grantee shall maintain complete, accurate and current records of all income and expenses relating to the Program and the Grant. During the term of this Agreement and at any time with five (5) years thereafter, the Grantee shall make such records available upon request to the Foundation for review, copying and audit. In addition, the Grantee agrees to cooperate fully with the Foundation, and to allow the Foundation and any person designated by it full and complete access to the facilities, activities and operations of the Grantee, for the

purpose of auditing, monitoring and evaluating the Program, the Grant and the compliance of the Grantee with the terms and conditions of this Agreement.

8. Termination. The Foundation shall have the right to terminate this Agreement and the Grant in the event the Foundation determines that the Grantee (a) has misrepresented any material fact or supplied false or misleading material information to the Foundation in the Proposal or otherwise in regard to this Agreement or the Grant, (b) has diverted any payments made under this Agreement to a purpose other than that permitted hereunder, (c) has failed to maintain or provide any material records or reports required to be maintained or provided hereunder, (d) has failed to abide by any other term or condition of this Agreement or (e) has terminated, abandoned, cancelled or substantially altered, or is likely to terminate, abandon, cancel or substantially alter, the Program.

Upon termination of this Agreement by the Foundation, the Foundation shall be relieved from making any further payments to the Grantee in regard to the Grant and, if such termination is pursuant to clause (a), (b), (c) or (e) above, may require the Grantee to refund any or all payments of the Grant theretofore made. The foregoing remedies of the Foundation are in addition to any other remedies provided by law, and all such remedies shall be cumulative and not exclusive.

9. No Liability. The Grantee shall indemnify, defend, and hold the Foundation harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of or incident to the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Program or any other program or activity by the Grantee. IN NO CASE SHALL THE FOUNDATION BE LIABLE TO THE GRANTEE OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES. The Foundation shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee. It is expressly understood by the parties that no director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement or any subsequent agreement between the parties regarding the subject matter hereof. The parties agree that the liability of the Foundation hereunder shall be limited to the payment of the Grant pursuant to the terms and conditions of this Agreement. Any contracts entered into or other obligations or liabilities incurred by the Grantee in connection with the Program or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the Foundation shall have no obligation or liability whatsoever thereunder or with respect thereto. The Grantee covenants that all contracts to which it shall become a party in regard to the Program and/or the Grant shall include the following clause:

"It is expressly agreed and understood that neither the Aquatic Foundation of Metropolitan Los Angeles (the "Foundation") nor any director, member, officer, employee or other representative of the Foundation shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with this Agreement, and that the foregoing provisions concerning financial responsibility or liability shall be expressly included in and made a part of any and all agreements between the parties subsequent to this Agreement."

10. Insurance. The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be

covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and all other programs and activities of the Grantee and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured except as expressly set forth on Schedule C attached hereto. Upon demand of the Foundation, the Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or either written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee. The Grantee covenants that it will cause the Foundation to be added as an additional insured on all policies of insurance carried by the Grantee.

11. Other Provisions. This Agreement and the Proposal together constitute the entire agreement of the parties with respect to the subject matter hereof, and the provisions hereof and thereof have superseded any and all prior and contemporaneous agreements or understandings relating to the matters specifically addressed herein or therein. Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences, nor shall waiver of any condition or right in any other instance. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable relief to which it may be entitled. This Agreement and the Grantee's rights, duties and obligations hereunder may not be assigned by the Grantee without the prior written consent of the Foundation. Any attempt at assignment shall be void and a material breach of this Agreement by the Grantee. This Agreement has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws. The Schedules attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

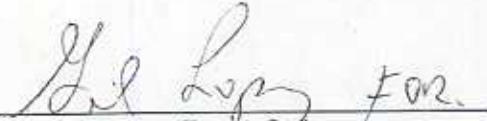
12. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by the Foundation and by the Grantee. Notwithstanding the foregoing, modifications to the scope of the Program, alterations in the funding schedule, revisions to the Proposal and other changes to the terms and conditions of this Agreement set forth on the Schedules attached hereto may be effectuated by the substitution of replacement Schedule(s) provided that such replacement Schedule(s) are executed by both the Foundation and the Grantee.

13. Termination of Grant. The Grantee covenants to execute and deliver to the Foundation a termination letter upon completion of the program.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on _____, 2004.

GRANTEE:

COUNTY OF LOS ANGELES, DEPARTMENT
OF PARKS AND RECREATION

By: 
Russ Guiney
Interim Director

FOUNDATION:

AQUATIC FOUNDATION
OF METROPOLITAN
LOS ANGELES

By: _____
Stanley D. Lee
Director

County of Los Angeles Department of Parks and Recreation
Victoria Regional Park Swim Program 2004 Proposal

Introduction

The County of Los Angeles Department of Parks and Recreation operates, maintains, and programs 30 swimming pools. Of this total, 13 are located within the Second Supervisorial District. The mission of the Aquatic Foundation of Metropolitan Los Angeles is to build public awareness of the physical and mental benefits of swimming and to establish and promote water programs for all age groups. Teaching inner-city and low-income children to swim and train for competitive water sports receives special emphasis. The Foundation's goal is to make year-round use of swimming pools located in the Second Supervisorial District of Los Angeles County.

The Aquatic Foundation of Metropolitan Los Angeles (AFMLA) currently offers year-round school programs including swim lessons, and adult programs such as aqua aerobics and lap swimming at Victoria Pool. In addition, various high school swim teams (Gardena, Narbonne, Carson High Schools) use the pool through the AFMLA.

Victoria Park swimming pool, located at 419 East 192nd Street in the city of Carson, consists of a 50-meter (long course) 8-lane pool with two one-meter diving boards and one three-meter diving board. An adjacent wading pool, 1-foot in depth, is also available for recreational aquatic activities in the summer season.

The South County Community Services Agency operates a full range of aquatic programs including free recreational swim and swimming lessons for approximately 8 to 10 weeks during the summer. With the expansion of the aquatic programming and the inclusion of the rental programs previously operated by the AFMLA, use of Victoria Pool will be extended into nine non-summer months.

It is with great interest and dedication to our recreational programs that we are asking to partner with AFMLA to provide our youth with the following proposed programs:

The Department proposes to offer a competitive swim program, water polo and a synchronized swimming program for youths ages 7 to 17 years. Program components include supervised competitive swim, water polo, and synchronized swimming. In addition the Department will continue to offer aquatic rental activities previously operated by AFMLA and currently limited to aquatic aerobics, lap swimming, high school swim teams, and swimming lessons for local elementary school children. The Department is requesting \$125,820 (this includes all tax applied to taxable items) from the AFMLA to fund the direct costs associated with the competitive swim, synchronized swimming, water polo, aquatic aerobics, lap swimming, high school swim teams, swim lessons for local elementary school children, and swimming pool chemicals.

County of Los Angeles Department of Parks and Recreation
Victoria Regional Park Swim Program 2004 Proposal

Program Objectives

It is this Department's goal to expand the existing 8 to 10 weeks competitive swimming, water polo, and synchronized summer swimming program by adding a nine-month program covering the months of September to June, excluding the month of December. During the year end holiday the pool will be closed and drained for annual maintenance and for other traditional holidays and school closures. In addition it is the Department's intent to increase enrollment in the adult rental programs (aquatic aerobics, lap swimming, school swim teams, and swimming lessons) currently managed by the AFMLA. The expansion of our programs will greatly enhance the County's current competitive swim program, as well as generate greater participant interest in the competitive aquatic sports of water polo and synchronized swimming among those children who may not have the available resources.

Program Structure

The proposed program will be developed into three components: competitive swimming, water polo, and synchronized swimming programs. In addition, the swimming pool facilities will be available for aquatic aerobics, lap swimming, high school swim team program, and swimming lessons for elementary school children.

Competitive Swimming

The Department would develop and field a large multi-leveled age group Novice/U.S. swim team of from 50 to 100 active children who will participate in the water polo and synchronized swimming programs. This group would be a combination of South Agency based swim programs that would combine for the winter season. Workouts would be from 5 p.m. to 8 p.m. Monday through Friday, a total of 10 hours per week, with a maximum of three coaches on duty.

Water Polo

This program will be comprised of approximately 50-65 swimmers from the competitive team participating in age group water polo both summer and winter leagues.

The Water Polo team participants will further their training and gain competitive experience through competing in a variety of age group programs. During these competitions, players are categorized for competition by age. The following competition categories are used for both boys and girls: ages 10 and under, 13 and under, and 17 and under. Workouts for the Water Polo team are a component of the competitive swim program.

County of Los Angeles Department of Parks and Recreation
Victoria Regional Park Swim Program 2004 Proposal

Synchronized Swimming

Currently the synchronized swimming program consists of between 30 and 60 competitive swimmers. After a successful participation in a summer age group league the Department is looking forward to expanding and developing a successful program at Victoria Pool.

Proposed Program Budget

Attachment A outlines the requested funds for staff time, which are necessary to conduct the proposed aquatic programs and current aquatic rentals. The Department's proposed program budget requests a total of \$125,820 from the AFMLA.

The Department's contribution to this program will be in the form of in-kind services, which includes supervision and overhead, facility use and maintenance, security, and existing utility cost. In addition, administrative personnel will be assigned and responsible to provide the AFMLA Executive Director and Board of Directors with program summary reports.

Program Staff

Program personnel costs are based on the use of two Pool Lifeguards, a Senior Pool Lifeguard, and a Pool Manager to conduct the training sessions for competitive swimming, water polo, and synchronized swimming Monday through Friday. In addition coaches will supervise the youth swim team at various aquatic competitions. A Pool Lifeguard will staff the pool for the aquatic aerobics, lap swimming, and high school swim team usage.

County of Los Angeles Department of Parks and Recreation
Victoria Regional Park Swim Program 2004 Proposal

**COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION
SWIM 2004 PROGRAM
BUDGET SUMMARY – VICTORIA SWIMMING POOL
September 7, 2004 – June 20, 2005**

Youth Swim Program (Monday – Friday, 5 p.m. to 8 p.m.; Swim Competitions – weekends)

Competitive Swimming
Swim Competitions
Water Polo
Synchronized Swimming

Aquatic Rental Activities

Aquatic Aerobics
Lap Swimming
High School Swim Teams

Learn to Swim (Local Schools)

Proposed budget is based on an 8-hour day. Total cost is predicated on elementary school program. A minimum of four hours is required to ensure staffing for program.

| <u>Item Number</u> | <u>Item Description</u> | <u>Temp. FTE</u> | <u>Hours</u> | <u>Net Salary</u> | <u>Employee Benefits</u> | <u>S&EB</u> | <u>S&S</u> | <u>Total</u> |
|------------------------|-----------------------------|----------------------|--------------|-----------------------|------------------------------|-----------------|-----------------|------------------|
| 2964H | Pool Lifeguard | 1.75 | 3,654 | \$43,165 | \$4,317 | \$47,482 | | |
| 2965H | Senior Pool Lifeguard | 1.00 | 2,080 | \$27,619 | \$2,762 | \$30,381 | | |
| 2966H | Pool Manager | <u>0.25</u> | <u>522</u> | <u>\$ 8,143</u> | <u>\$ 814</u> | <u>\$ 8,957</u> | | |
| | | 3.00 | 6,256 | \$79,107 | \$7,893 | | | |
| | | | | | Subtotal | \$86,820 | | |
| | Pool Chemicals | | | | | | \$ 4,000 | |
| | Shared Utility Costs | | | | | | <u>\$35,000</u> | |
| | | | | | Subtotal | | \$39,000 | |
| | | | | | | | Total | \$125,820 |

County of Los Angeles Department of Parks and Recreation
Ted Watkins Park Swim Program 2004 Proposal

Introduction

The County of Los Angeles Department of Parks and Recreation operates, maintains, and programs 30 swimming pools. Of this total, 13 are located within the Second Supervisorial District.

The Aquatic Foundation of Metropolitan Los Angeles (AFMLA) proposed to provide swim lessons for local elementary and middle school students from Los Angeles City Schools at the Ted Watkins Community Park swimming pool facility.

The mission of the Aquatic Foundation of Metropolitan Los Angeles is to build public awareness of the physical and mental benefits of swimming and to establish and promote water programs for all age groups. Teaching inner-city and low-income children to swim and train for competitive water sports receives special emphasis. The Foundation's goal is to make year-round use of swimming pools located in the Second District of Los Angeles County.

Ted Watkins swimming pool, located at 1335 West 103rd Street, in the city of Los Angeles, consists of a 50-meter (long course) 8-lane pool with two one-meter diving boards.

The South County Community Services Agency operates aquatic programs for approximately 8 to 10 weeks during the summer. With the expansion of the South County Community Services Agency's aquatic programming to include learn to swim programs previously proposed by the AFMLA, use of Ted Watkins swimming pool will be extended eight weeks from September 7, 2004 to October 29, 2004.

It is with great interest and dedication to our recreational programs that we are asking to partner with AFMLA to provide our youth at Ted Watkins Park swimming pool with a learn to swim program for local elementary and middle school students.

The Department is requesting \$26,515 (this includes all tax applied to taxable items) from the AFMLA to fund the direct costs associated with the swim lessons for local elementary school children, swimming pool chemicals and shared utility costs.

Program Objective/Structure

The AFMLA proposes to offer swimming lessons for local elementary and middle school children.

Learn to Swim

Local elementary children and middle school youth will participate in this learn to swim program. Novice competitive swimmers between the ages of 7 and 17 years will be eligible to participate in stroke improvement classes at each participating swimming pool.

County of Los Angeles Department of Parks and Recreation
Ted Watkins Park Swim Program 2004 Proposal

These classes are designed to train novice swimmers in four (4) different swimming strokes: freestyle, backstroke, breaststroke, and butterfly.

In addition to stroke techniques, participants will receive instruction in and practice competitive starts, turns, and finishes. Stroke improvement sessions will be conducted for two (2) hour, Monday through Friday. Department trained and certified Senior Pool Lifeguards will be responsible for conducting the stroke improvement instruction.

Proposed Program Budget

Attachment B outlines the requested funds for staff time, which are necessary to conduct the proposed learn to swim program and the associated costs for pool chemicals and shared utility costs. The Department proposed program budget requests a total of \$26,515 from the AFMLA.

The Department's contribution to this program will be in the form of in-kind services, which includes supervision and overhead, facility use and maintenance, security, and shared utilities. In addition, administrative personnel will be assigned and responsible to provide the AFMLA Executive Director and Board of Directors with program summary reports.

Program Staff

Program personnel costs are based on the use of a Pool Lifeguard, a Senior Pool Lifeguard, and a Pool Manager to conduct swimming lessons Monday through Friday.

County of Los Angeles Department of Parks and Recreation
 Ted Watkins Park Swim Program 2004 Proposal

COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION
SWIM 2004 PROGRAM
BUDGET SUMMARY – TED WATKINS SWIMMING POOL
September 7, 2004 – October 29, 2004

Learn to Swim (Local Schools)

| <u>Item</u> <u>Number</u> | <u>Item</u> <u>Description</u> | <u>Temp.</u> <u>FTE</u> | <u>Hours</u> | <u>Net</u> <u>Salary</u> | <u>Employee</u> <u>Benefits</u> | <u>S&EB</u> | <u>S&S</u> | <u>Total</u> |
|------------------------------|-----------------------------------|----------------------------|--------------|-----------------------------|------------------------------------|-----------------|----------------|-----------------|
| 2964H | Pool Lifeguard | 0.39 | 815 | \$9,628 | \$963 | \$10,591 | | |
| 2965H | Senior Pool Lifeguard | 0.10 | 209 | \$2,765 | \$276 | \$3,041 | | |
| 2966H | Pool Manager | 0.08 | 168 | \$2,621 | \$262 | \$2,883 | | |
| | | 0.57 | 1,192 | \$15,014 | \$1,501 | | | |
| | | | | | Subtotal | \$16,515 | | |
| | Pool Chemicals | | | | | | \$ 2,500 | |
| | Shared Utilities Cost | | | | | | \$ 7,500 | |
| | | | | | Subtotal | | \$10,000 | |
| | | | | | | | Total | \$26,515 |

SCHEDULE B

The funding schedule set forth below constitutes an estimate of the Grantee's need for funds based upon the Proposal. The amounts and timing of the payment of installments of the Grant as set forth in such funding are subject to change, in the discretion of the Foundation, in the following circumstances,

1. Reports required by Paragraph 7 of the Grant Agreement and/or by Schedule D attached thereto are not submitted in a timely manner or with all required information.
2. The Program is modified, enhanced, reduced or otherwise altered in any substantive manner without the prior written approval of the Foundation.
3. The Foundation determines that cost savings may be achieved through utilization of other resources or the Foundation's purchase requisition procedures for equipment and other items required by the Program.

QUARTERLY FUNDING SCHEDULE:

| <u>Amount Not to Exceed</u> | <u>Date</u> |
|-----------------------------|--------------------|
| \$38,084 | September 15, 2004 |
| \$38,084 | December 15, 2004 |
| \$38,084 | March 15, 2005 |
| \$38,083 | June 15, 2005 |

BANK(s) IN WHICH GRANT FUNDS ARE TO BE HELD:

ACCOUNT # Treasurer-Tax Collector/County General Fund

MAIL CHECK TO:

County of Los Angeles
Department of Parks and Recreation
ATTN: Tim Gallagher, Director
433 South Vermont Avenue, 3rd Floor
Los Angeles, CA 90020

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO GRANT:

Pursuant to the provisions of Section 10, Terms and Conditions and Schedule C, Additional Conditions Precedent to Grant, of the Grant Agreement Between the Aquatic Foundation of Metropolitan Los Angeles and the County of Los Angeles, the County of Los Angeles hereby agrees to:

1. Waive all claims and recourse against the Foundation including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the Foundation, its officers, agents and employees.
2. Indemnify, hold harmless and defend the Foundation, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the performance of the Program except for liability arising out of the concurrent or sole negligence of the Foundation, its officers, agents or employees.
3. The Foundation shall be named as an additional insured on the Grantee's liability insurance policy and provide Foundation with a certificate of insurance.
4. At the option of the County, such insurance may be provided through self-insurance and the Foundation will accept the County's Certificate of Self-Insurance as evidence of such coverage.

SCHEDULE D

REPORTS TO BE FURNISHED:

I. PROGRESS REPORTS*

A. Interim Progress Report due: January 30, 2005

II. FINAL REPORT**

A. Final Report due: September 15, 2005

* Progress Reports must include, at a minimum, a written narrative addressing the progress of all phases of program development and a detailed accounting of expenditures to date and any available statistics or evaluative data on the program. Progress Report forms will be supplied.

** Final Report must be a complete review and report of the program including all statistical data, evaluation results expenditures.

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Parks and Recreation

Grant Project Title and Description

Aquatic Programming in the Second Supervisorial District.

| | | |
|-----------------------|--|----------------------------------|
| Funding Agency | Program (Fed. Grant #/State Bill or Code #) | Grant Acceptance Deadline |
| AFMLA | | 8-1-04 |

| | |
|--|---|
| Total Amount of Grant Funding: | County Match: |
| \$152,335 | None |
| Grant Period: FY 2004-05 | Begin Date: 09/04 End Date: 06/05 |
| Number of Personnel Hired Under This Grant: | Full Time: Part Time: 12 |

Obligations Imposed on the County When the Grant Expires

| | | |
|---|---|--|
| Will all personnel hired for this program be informed this is a grant-funded program? | Yes <input checked="" type="checkbox"/> | No |
| Will all personnel hired for this program be placed on temporary ("N") items? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Is the County obligated to continue this program after the grant expires? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| If the County is not obligated to continue this program after the grant expires, the Department will: | | |
| a.) Absorb the program cost without reducing other services | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| b.) Identify other revenue sources (describe below) | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. | Yes <input checked="" type="checkbox"/> | No |

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature

Mark Lopez Sr. Date: 8/25/04